



Edinburg Common School
Board of Trustees Meeting Agenda
October 11, 2022 6:00 p.m.

I INTRODUCTION:

- A. Call to order - Pledge of Allegiance
- B. Roll Call
- C. Welcome
- D. Privilege of the Floor
- E. Agenda Changes
- F. Board Reports/Announcements
- G. Superintendent Reports/Announcements
 - Dr. Dave Ziskin, District Superintendent of HFM Boces
 - COVID-19 Sick Leave
 - NYS Healthcare Worker Bonus Program
 - HFM Boces Instructional Services
 - Poverty
 - NYS Assessments/Next Generation Learning Standards
 - Minnowbrook 10/2-10/4
 - Girvin and Ferlazzo
 - NYSCOSS
 - HFM/WSWHE Boces
 - Superintendent's Conference Day 10/7
 - Rtl Meetings
 - Discovery Kids Program 10/11
 - 6th Grade Visit NCS 10/12
 - Slice and a Story 10/27
 - Halloween Parade 10/31 1:30 PM
- H. Director of Health and Safety Reports
 - Head Custodian
 - Town Safety/Evacuation
 - School Zone Update
 - Kinsley Power/Generator
 - Neric/Frontier Phone Systems
 - Johnson Controls

II REQUEST FOR BOARD ACTION

- A. Board Members
 - 1. Approve the transcript of Board minutes from September 14, 2022
 - 2. Approve Superintendent Goals
 - 3. Approve Superintendent Evaluation Tool
 - 4. Approve Rescinding of Policies

- a. #3160 - Evaluation of Superintendent
 - Already addressed in policy 0320
 - b. #4324 - Programs for Pregnant Students
 - 5. Approve updates and review of policies 3000 - 4850
 - 6. Approve contract with Johnstown CSD
 - 7. Accept the snow plow bid
 - 8. Approve Audit Management Letter
- B. Treasurer
- 1. Approve the treasurer reports
 - 2. Approve the payment of claims
 - 3. Approve transfer from Employee Benefit Liability Reserve
- C. Superintendent
- 1. Amend resolution #0055-23

III PRIVILEGE OF THE FLOOR

IV ADJOURNMENT

Dates to Remember:

October 14th - 2:30 Eagle Afternoon
October 19th - Public Safety Day
October 20th - 11:30 Dismissal Parent/Teacher Conferences
October 21st - 11:30 Dismissal Parent/Teacher Conferences
October 24th - Picture Retakes
October 25th - 1:45 Discovery Kids
October 31st - Halloween
November 4th - 2:30 Eagle Afternoon
November 8th - 6:00 Board of Trustees Meeting

E.C.S. Mission: To provide a quality education and a caring environment for all students so that they may grow, achieve, and make a positive contribution to our ever changing world.____

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-1

Action Date October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the transcript of board minutes from the September 13, 2022 board meeting.

Cost Analysis:

Notes:



Edinburg Common School
Board of Trustees Meeting Agenda Updated
September 14, 2022 6:00 p.m.

I INTRODUCTION:

- A. Call to order - Pledge of Allegiance - 18:00
- B. Roll Call
 - Angela Ludwig ☒
 - Michelle Ellis ☒
 - Sandy Moore ☒
 - Dr. Mary Ann Borden ☒
 - Robert McCloskey ☒
 - Meaghan Cherry ☒
- C. Welcome
- D. Privilege of the Floor - None
- E. Agenda Changes
 - C7 - Permanent Appointment Night Cleaner
- F. Board Reports/Announcements
 - Presentation of the 2021-2022 Audit
- G. Superintendent Reports/Announcements
 - Start of School
 - Social Studies 3-6th Grade Teaching Position
 - We have had 2 applicants. An interview committee will be formed and information will be sent to the board.
 - COVID Guidance Updates Dated September 8, 2022
 - There are no quarantine recommendations at this time.
 - Our website has the current information shared on it.
 - There are no more pods and kids are able to sit where they like.
 - PTO
 - Pop Pops
 - First Meeting September 20, 2022 at 3:15 pm
 - HFM Boces Updates
 - Recruitment and Retention in our Region
 - Jay DeTraglia and Ms. Ellis is working together on ideas on how to bring/recruit people to our region and will be presenting to BOCES on Thursday.
 - Dr. Dave Ziskin - October Meeting
 - Grandparents/Special Persons Day
 - We had 48 grandparents/special people join us for a homemade breakfast made by the kitchen staff.
 - Open House Set for September 22, 2022 5:30 - 7:00
 - Public Safety Day Set for October 19, 2022
 - We are working with John Olmstead to organize the public safety day. We are hoping to have the Hagaman SmokeHouse and the rest of the agencies that normally would attend.

September 13, 2022 Minutes Draft

Be it RESOLVED, that the Board of Education hereby approves the list of District Approved Websites.

Motion by: A.L. 2nd by: M.B. Vote: Yes 3 No 0 Abstain 0

B. Treasurer

1. Approve the treasurer reports

Res#0050-23

Be it RESOLVED, that the Board of Education hereby approves the Treasurer's reports consisting of Budget and revenue status reports as well as bank reconciliations for General, Cafeteria, Federal, Payroll and Capital Funds.

Motion by: A.L. 2nd by: R.M. Vote: Yes 3 No 0 Abstain 0

2. Approve the payment of claims

Res#0051-23

Be it RESOLVED, The Board of Trustees approves the payment of claims as listed on Warrant #3.

Motion by: A.L. 2nd by: R.M. Vote: Yes 3 No 0 Abstain 0

C. Superintendent

1. Approve Mentor

Res#0052-23

Be it RESOLVED, that the Board of Education hereby appoints the following Teacher Mentors for the 2022-2023 school year:

•Thomas Moore as Teacher Mentor for Joelle West

Motion by: M.B. 2nd by: A.L. Vote: Yes 3 No 0 Abstain 0

2. Accept Resignation

Res#0053-23

Be it RESOLVED, that the Board of Education hereby accepts the resignation of Joshua Schaperjahn, Teacher, effective August 24, 2022.

Motion by: A.L. 2nd by: R.M. Vote: Yes 3 No 0 Abstain 0

3. Appoint the DASA Coordinator

Res#0054-23

Be it RESOLVED, that the Board of Education hereby appoints Celeste English as the DASA Coordinator for the 2022-2023 school year.

Motion by: A.L. 2nd by: M.B. Vote: Yes 3 No 0 Abstain 0

4. Approve Substitute Teacher/Long Term Substitute

Res#0055-23

Be it RESOLVED, that the Board of Education hereby appoints Cheyenne Nealon as the substitute teacher for 3-6 Social Studies.

Respectfully Submitted,

Meaghan Cherry
District Clerk

Dates to Remember:

September 20th - Picture Day
September 23rd - Open House 5:30 pm -7:00 pm
September 27th - Early Dismissal 11:30 am
September 30th - Food Distribution at NCS 9:00 am
October 11th - No School Columbus Day
October 12th - Board Meeting 6:00 pm

E.C.S. Mission: To provide a quality education and a caring environment for all students so that they may grow, achieve, and make a positive contribution to our ever changing world.____

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-2

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the Superintendent's goals for the 2022-2023 school year.

Cost Analysis:

Notes:

Edinburg Common School District Superintendent Goals

Michelle L. Ellis

"Individualization, Analytical, Responsibility, Maximizer, Belief"

As your Superintendent of Schools/Principal, we will continue to mold and execute the previous goals while paving new goals for the 2022-2023 school year.

2022-2023 Goals:

Goal 1: Creating a sense of unity, support, and trust for all members of the Board of Trustees and the Edinburg Common School's Administration Team/Central Office.	Goal 2: Support new district Response to Intervention initiatives as we increase services and programs to not only our struggling students, but to students that have mastered (and beyond) grade level standards.	Goal 3: Execute all district policies with regard to the Edinburg Common School District teachers and staff to support unilateral fairness regardless of position held or timing of unwanted behavior.
Goal Achieved Through: <ul style="list-style-type: none"> Continued weekly updates with the BOT for transparency Continued executive sessions as needed to have healthy discussions regarding employment history, ongoing events, conflict resolution etc. regarding all district employees Open communications with all members Work together as a team in a spirit of harmony and cooperations in spite of differences of opinion that may arise Encourage a united front remembering that our first and greatest concern must be the educational welfare of students attending Edinburg Common School 	Goal Achieved Through: <ul style="list-style-type: none"> Bi-weekly meetings (or more frequently) to identify needs (i.e. scheduling, students, co-teaching model, curriculum, data meetings, progress monitoring etc.) Quarterly data meetings with special education teacher, RtI provider, and instructional coach to assess programming and progress monitoring for student success Observe classroom services offered in small/whole group setting Initiate scheduled meetings according to the Edinburg Common School District RtI Plan Create and update current RtI Plan to reflect entrance and exit benchmarks Ensure student folders, documents, and parent communications are updated in a timely fashion 	Goal Achieved Through: <ul style="list-style-type: none"> Weekly Administration/Central Office meetings to identify communication gaps in-house and areas of immediate need and communication needs Bi-weekly LTA/nurse meetings to identify needs (i.e. scheduling, students, co-teaching model, updates, and lunch/recess needs) Monthly teaching staff meetings to provide guidance, sense of unity for new/seasoned staff, checks and balances on curriculums, and concerns Weekly meeting with Director of Health and Safety and Head Custodian to identify building needs, sense of unity for new staffing, checks and balances on work performance, and concerns within the department.

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-3

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the Superintendent's evaluation tool for the 2022-2023 school year.

Cost Analysis:

Notes:

Superintendent's Annual Evaluation

Each individual board member should complete a copy of this form and return it to the board president no later than _____, 20____. The board president will tally the results and create a summary evaluation based on the majority of votes cast, to be discussed by the board in executive session. After discussion by the board, the board president shall present the summary evaluation to the superintendent.

A. Relationships with the Board	Performance		
1. Establish and maintains open and effective lines of communication between Administration and the Board of Education. Keeps the Board informed on issues, needs, and operation of the school system in a timely manner.	Excellent	Satisfactory	Unsatisfactory
2. Offers professional advice to the Board on items requiring Board action, together with appropriate recommendations based upon thorough study and analysis.	Excellent	Satisfactory	Unsatisfactory
3. Responds to inquiries and requests for information from Board members on issues related to the district's operations.	Excellent	Satisfactory	Unsatisfactory
4. Interprets and executes the intent of Board policy.	Excellent	Satisfactory	Unsatisfactory
5. Acts on own discretion if action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as practicable, and recommends policy in order to provide guidance in the future.	Excellent	Satisfactory	Unsatisfactory
6. Has a harmonious working relationship with the Board.	Excellent	Satisfactory	Unsatisfactory
B. Community Relations	Performance		
1. Strives for respect and support of the community in the conduct of the school operation.	Excellent	Satisfactory	Unsatisfactory
2. Solicits and gives attention to problems and opinions for all groups and individuals.	Excellent	Satisfactory	Unsatisfactory
3. Makes himself/herself available to meet with community and school groups.	Excellent	Satisfactory	Unsatisfactory
4. Works effectively with public and private agencies.	Excellent	Satisfactory	Unsatisfactory
5. Develops friendly and cooperative relationships with news media.	Excellent	Satisfactory	Unsatisfactory
C. Staff/Personnel Relationships	Performance		
1. Recruits and assigns the best available personnel in terms of their competencies.	Excellent	Satisfactory	Unsatisfactory

2. Recommends to the Board for final action the promotion, demotion, or dismissal of any employee and accepts the responsibility of maintaining adequate written personnel evaluation records giving commendations for good work as well as constructive suggestions for improvement.	Excellent	Satisfactory	Unsatisfactory
3. Meets and confers with leaders of employee organizations, representing the interest and will of the Board.	Excellent	Satisfactory	Unsatisfactory
4. Organizes a planned program of staff development and improvement.	Excellent	Satisfactory	Unsatisfactory
5. Encourages participation of appropriate staff members and groups in planning programs and services.	Excellent	Satisfactory	Unsatisfactory
6. Strives to achieve high morale and district loyalty among district employees.	Excellent	Satisfactory	Unsatisfactory
D. Instructional Program Development	Performance		
1. Understands and keeps informed regarding all aspects of the instructional program.	Excellent	Satisfactory	Unsatisfactory
2. Participates with staff, Board, and community in studying and developing curriculum improvements.	Excellent	Satisfactory	Unsatisfactory
3. Adaptation of program to financial ability of District.	Excellent	Satisfactory	Unsatisfactory
4. Aggressive about upgrading the public school system.	Excellent	Satisfactory	Unsatisfactory
E. Business and Finance	Performance		
1. Keeps informed on needs of the school program; plant, facilities, equipment, and supplies.	Excellent	Satisfactory	Unsatisfactory
2. Determines that funds are spent wisely, and adequate control and accounting are maintained.	Excellent	Satisfactory	Unsatisfactory
3. Evaluates financial needs and makes recommendations for adequate financing.	Excellent	Satisfactory	Unsatisfactory
4. Clearly interprets proposed budget for the community in order to promote community understanding and support for the budget.	Excellent	Satisfactory	Unsatisfactory
5. Apprises Board of the status of capital renovations and construction projects. Seeks Board authorization prior to approving construction projects or modifying existing projects.	Excellent	Satisfactory	Unsatisfactory
F. Personal Qualities	Performance		

1. Demonstrates ability to work well with individuals and groups.	Excellent	Satisfactory	Unsatisfactory
2. Speaks well in front of large and small groups, expressing his/her ideas in a logical and forthright manner.	Excellent	Satisfactory	Unsatisfactory
3. Thinks well on his/her feet when faced with an unexpected or disturbing turn of events in a large group meeting.	Excellent	Satisfactory	Unsatisfactory
4. Maintains his/her poise and emotional stability in the full range of his/her professional activities.	Excellent	Satisfactory	Unsatisfactory
5. Demonstrated ability to make decisions promptly and correctly.	Excellent	Satisfactory	Unsatisfactory
6. Continues his/her professional development by conferences attendance, work on professional committees, visiting other districts, and meeting with other superintendents.	Excellent	Satisfactory	Unsatisfactory

Accomplishments (list any outstanding accomplishments that have been made this school year under the superintendent's leadership): _____

Suggestions for Improvement (be as specific as possible): _____

Additional Comments: _____

President, Board of Education

Dated: _____

Superintendent of Schools

Dated: _____

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-4

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that upon the recommendation of the Policy Committee the Board of Education does hereby rescind the following policies:

 #3160 – Evaluation of Superintendent

 #4324 – Programs for Pregnant Students

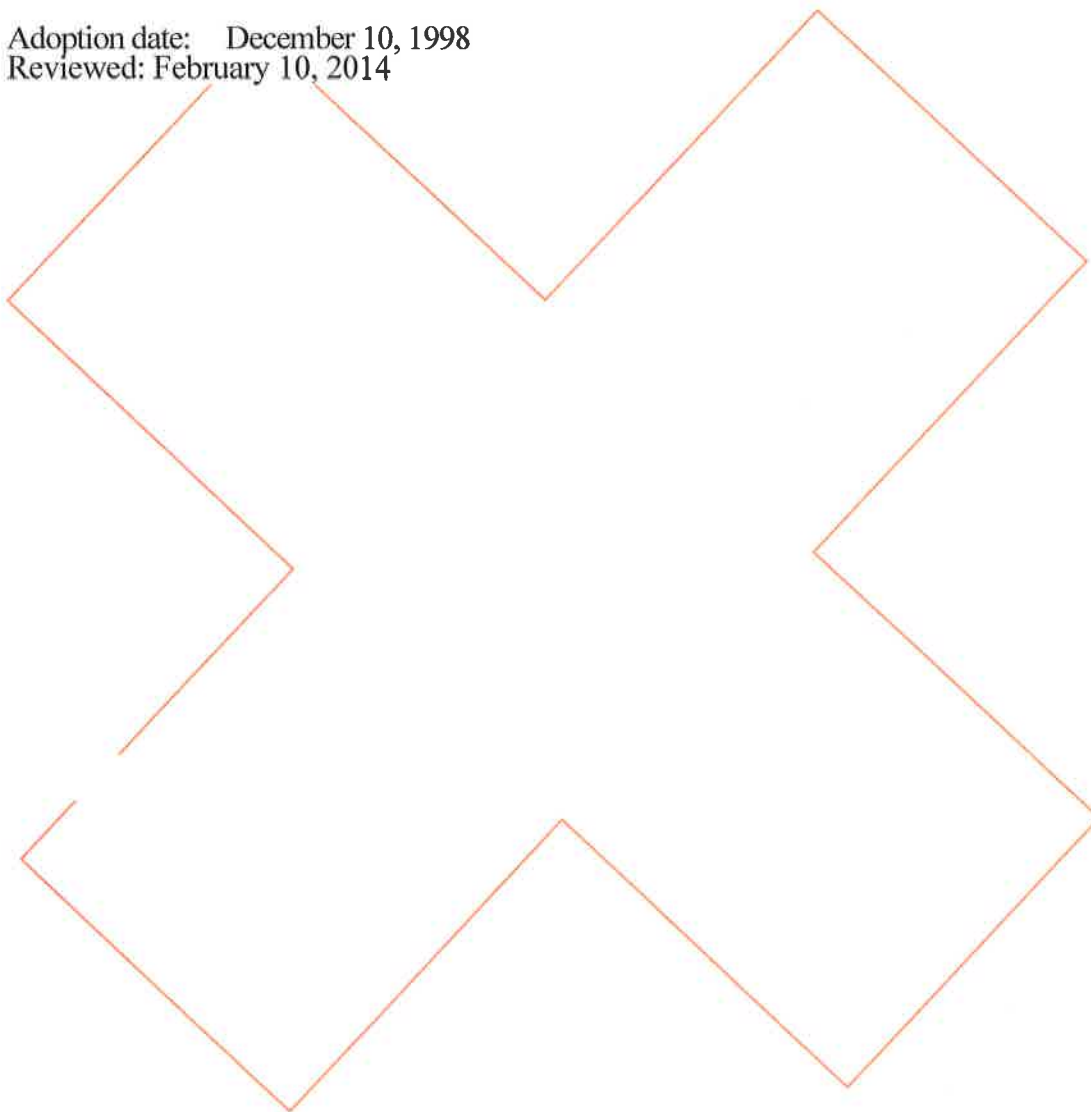
Cost Analysis:

Notes:

EVALUATION OF SUPERINTENDENT

For pertinent information, see 0320, Evaluation of the School Superintendent.

Adoption date: December 10, 1998
Reviewed: February 10, 2014



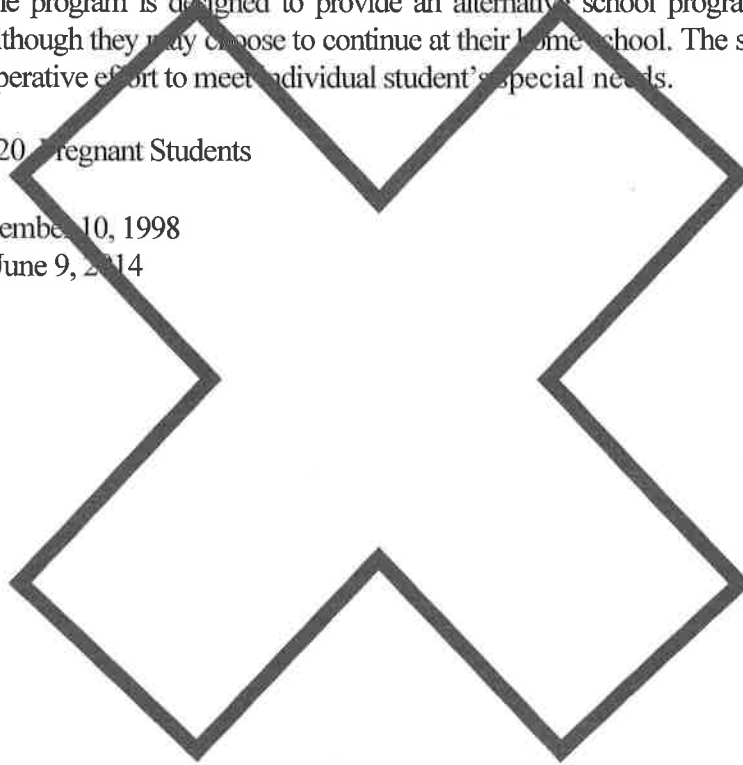
PROGRAMS FOR PREGNANT STUDENTS

The Board of Trustees recognizes the need to provide pregnant students with a flexible school program. The program is designed to provide an alternative school program for pregnant students although they may choose to continue at their home school. The school shall work in a cooperative effort to meet individual student's special needs.

Cross-ref: 5620 Pregnant Students

Adoption date: December 10, 1998

Reviewed: June 9, 2014



Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-5

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby reviewed and approves the updates to policies #3000 thru #4850.

Cost Analysis:

Notes: With the exception of policies 4319, 4511, 4600 and 4710

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-6

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the contract for special education program provided for the 2022-2023 school year to student 2152.

Cost Analysis: \$19,672.63 for 1 year

Notes:



Pleasant Avenue Elementary • Warren Street Elementary • Johnstown Junior-Senior High • The Knox Building

William T. Crankshaw, Ed.D.

Superintendent of Schools

Alicia D. Koster

Assistant Superintendent

Nicole Panton

Director of Curriculum & Instruction

Administration Center

The Knox Building

400 South Perry Street

Johnstown, New York 12095

Telephone: 518-762-4611

Fax: 518-762-6379; 518-762-3127

NICOLE M. LENT, DIRECTOR

Special Education, Pupil Services and Special Programs

1 Sir Bills Circle, Johnstown, New York 12095

Phone: 518-736-17081; Fax: 518-762-6027

September 26, 2022

Ms. Michelle Ellis

Edinburg Common School

4 Johnson Road

Edinburg, NY 12134

Dear Ms. Ellis,

As determined at Jalissa Vasquez's annual CSE meeting, Jasilla is attending the Greater Johnstown School District for the 22-23 school year. Jalissa's program will cost \$19,672.63 for the year. Edinburg Common School will be billed one time annually. If Jalissaa needs to leave the program prior to the end of the school year, the tuition will be prorated.

Please feel free to call my office if there are any questions or concerns.

Thank you,

Nicole Lent, Director of Special Education and Pupil Services

cc: Edinburg Common School District Business Office

Johnstown School District Business Office

SHARED SERVICES AGREEMENT
By and Between
The Greater Johnstown School District and Edinburg School District
September 14, 2022 through June 23, 2023

THIS AGREEMENT, made this 14th day of September, 2022 by and between the Edinburg Common School District (hereinafter referred to as "District of Residence") and the Greater Johnstown School District (hereinafter referred to as "District of Attendance") provides as follows:

WHEREAS, in accordance with the Individuals with Disabilities Education Improvement Act and Article 89 of the New York State Education Law, the Parties recognize the obligation of the District of Residence to offer to every eligible resident student with a disability a free appropriate public education; and

WHEREAS, the District of Residence has students who, due to the nature of their disabilities and the extent of their needs, require programs or placements not available in their District; and

WHEREAS, in accordance with Education Law §4201(2)(b), a board of education is authorized to contract with neighboring districts for the provision of special education services; and

WHEREAS, the District of Attendance has reviewed the IEP and the educational records of the student(s) and determined that it has an appropriate program which will meet the needs of the student in the least restrictive environment in accordance with the IEP and that the District of Attendance is able to implement the student's IEP program, goals and services; and

NOW THEREFORE, the Parties mutually agree to the following:

1. If, upon its review, the Committee determines that the program offered by the District of Attendance is appropriate and designed to meet the needs of the student in the least restrictive environment in accordance with the Individualized Education Program ("IEP") developed at the meeting, the District of Residence shall contract with the District of Attendance pursuant to the terms and conditions set forth herein to implement the Student's IEP;
2. Upon its acceptance of a student, the District of Attendance shall issue report cards and progress reports, as required by law, and forward them in a timely manner and simultaneously to the Parent(s) and to the District of Residence;

3. The District of Attendance shall assign a representative of its District, preferably the Student's special education teacher or provider, to participate in the Student's annual meeting and other required meetings requested and/or convened by the District of Residence;
4. The District of Attendance, upon reasonable notice, shall permit a representative or representatives of the Committee on Special Education of the District of Residence to visit the program where the child is enrolled.
5. Transportation to and from the District of Attendance remains the responsibility of the District of Residence.
6. Equipment - The District of Attendance shall arrange for the equipment and materials necessary to provide the recommended service; unless other arrangements are agreed to between the parties in writing.
7. Record Confidentiality - The District of Residence and the District of Attendance agree to maintain the confidentiality of any student records provided by one District to the other in accordance with state and federal law;
8. Records Access- The District of Residence shall be given access and may request copies of records generated by the District of Attendance regarding the student for purposes of reporting and reimbursement for state and federal aid or other authorized or mandatory audits.
9. Compensation - The District of Residence shall reimburse the District of Attendance for the provision of these special education services, based upon actual cost, at an amount agreed to and approved by their respective Boards of Education. (See attached *estimated* calculation sheet for each student(s) *Calculations will be adjusted based on actual cost and billing will be adjusted thereafter, when actual costs of the program are known.*).
10. Schedule for Payment- The District of Residence agrees to pay an annual tuition in monthly installments, on or by the [5th] day of the month, for as long as the student remains in the program. If the student exits the program mid-month, a prorated tuition will apply.
11. Change of Placement or Program - If, at any time during the course of the contract, the District of Attendance determines that its placement is no longer appropriate to meet the needs of the Student or determines that it is unable to continue to provide all the services as recommended on the Child's IEP, the District of Attendance shall

notify immediately both the Parent and the District of Residence, in writing, of its concerns and the District of Residence shall schedule a meeting, if necessary, to review the Student's special education program and make whatever changes and recommendations are determined necessary and appropriate to the student's IEP;

12. In the event of a dispute over a student's placement, nothing in this agreement is intended to create a pendency placement for a student in the District of Attendance.
13. Annual Reviews - Upon the written request of the District of Residence, the District of Attendance shall update the Student's present levels of performance and propose new annual goals as a draft for review and consideration by the CSE/Sub-CSE at the Student's annual review;
14. Indemnification - The District of Attendance shall defend, indemnify and hold harmless the District of Residence, as well as the District of Attendance's employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of its (The District of Attendance's) employees or agents; The District of Residence shall defend, indemnify and hold harmless the District of Attendance, as well as its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any neglect or intentional act or omission of its (District of Residence's) employees or agents;
15. Applicable Law - This Agreement shall be governed by the laws of the State of New York;
16. Term of Agreement - This Agreement shall take effect 9/6/22 and terminate 6/23/23. This Agreement will remain in effect for the 2022-23 school year and may only be extended by written agreement of both Parties;
17. Extended School Year - In the event that the student is found eligible for extended school year services for the months of July and August, the District of Residence shall notify the District of Attendance no later than the student's annual review or May 1st if it is seeking ESY services for the student for Summer 2023. To the extent services are requested, the District of Residence shall pay the pro-rated tuition for the ESY program established and agreed to by the parties for Summer 2023.
18. Modification - This Agreement shall not be altered or otherwise amended without a writing signed by both Parties;

19. Discipline - If the student violates the code of conduct and is in need of discipline resulting in an out of school suspension that exceeds 5 days in length, a manifestation hearing, or recommended for a Superintendent's conference hearing, these processes will be handled by the District of Residence.

20. Tutoring - District of Residence will provide tutoring in the event of suspensions.

21. This Agreement is subject to approval by each District's Board of Education.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

Edinburg Common School District and Greater Johnstown School District

BY:

Superintendent

BY:

 9.23.22

Superintendent

Greater Johnstown School District Education Law 2-d Rider for Contracts with Third Party Vendor

1. This contract or agreement between the Edinburg Common School District ("District") and Greater Johnstown School District (hereinafter "Contractor"), for which student data and/or teacher or principal data will be used or accessible by Contractor, shall be for the exclusive purpose(s) of: Providing special education programming and services
2. Definitions
 - a. **Breach** means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
 - b. **Chief Privacy Officer** means the Chief Privacy Officer appointed by the Commissioner pursuant to Education Law §2-d.
 - c. **Commercial or Marketing Purpose** means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve or market products or services to students.
 - d. **Contract or other written agreement** means a binding agreement between the District and a third-party, which shall include but not be limited to an agreement created in electronic form and signed with an electronic or digital signature or a click wrap agreement that is used with software licenses, downloaded and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
 - e. **District** means the Greater Johnstown School District.
 - f. **Disclose or Disclosure** mean to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
 - g. **Education Records** means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
 - h. **Educational Agency** means a school district, board of cooperative educational services (BOCES) or school.
 - i. **Eligible Student** means a student who is eighteen years or older.
 - j. **Encryption** means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
 - k. **FERPA** means the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
 - l. **NIST Cybersecurity Framework** means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 which is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
 - m. **Parent** means a parent, legal guardian, or person in parental relation to a student.
 - n. **Personally Identifiable Information ("PII")**, as applied to student data, means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and as applied to teacher and principal data, means personally identifiable information as such term is defined in Education Law §3012-c (10).
 - o. **Release** shall have the same meaning as Disclosure or Disclose.

- p. **School** means any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law §3602-e, an approved provider of preschool special education, any other publicly-funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law §4001, an approved private school for the education of students with disabilities, a state-supported school subject to the provisions of Article 85 of the Education Law, or a state-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
 - q. **Student** means any person attending or seeking to enroll in an educational agency.
 - r. **Student Data** means personally identifiable information from the student records of an educational agency.
 - s. **Teacher or Principal Data** means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.
 - t. **Third-Party Contractor** means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.
 - u. **Unauthorized Disclosure or Unauthorized Release** means any disclosure or release not permitted by federal or State statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.
3. Contractor agrees that the security, confidentiality, and integrity of student data and/or teacher or principal data shall be maintained in accordance with:
- a. Applicable state and federal laws that protect the confidentiality of personally identifiable information;
 - b. The terms and conditions of the contract between the District and the Contractor, including but not limited to the Parents' Bill of Rights for Data Security and Privacy and the Supplemental Information to Parents' Bill of Rights for Data Privacy and Security, attached hereto and signed by a representative of Contractor and the District; and
 - c. Applicable District policies numbered 5673, 5676 and 5683, which can be accessed on the District website at:
<https://www.johnstownschoools.org/board-education/board-policies/>
4. Contractor shall not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit any other party, employee, subcontractor or other agent of Contractor to do so.
5. Parents, eligible students, teachers, principals, and other staff of the District may file a complaint of breach or unauthorized release of PII with the District based on the contract or written agreement with the Contractor. Upon receiving any such complaint, the District shall notify the complainant that it received the complaint, that it shall commence an investigation into the complaint and shall take any necessary precautions to protect PII. All complaints must be submitted to the District in writing. Following the investigation, the District shall provide the complainant with its findings not more than 60 calendar days from the date the District received the complaint, unless an extension is warranted pursuant to 8 NYCRR § 121.4(c). The District shall keep a record of all complaints of breaches or


unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1.

6. The District understands the Contractor may use subcontractors to fulfill its responsibilities under its contract with the District, its employees or agents, and/or educational agencies which contract with the District for such services as is being provided by the Contractor and thus the Contractor shall manage its relationships with subcontractors to ensure the protection of personally identifiable information consistent with state and federal law.

Contractor also agrees and acknowledges that the data protection obligations imposed on it by state and federal law, as well as the terms of the agreement between the District and the Contractor, shall apply to any subcontractor it engages in providing its contracted services to the District.

7. Contractor agrees that it will disclose student data and/or teacher or principal data only to those officers, employees, agents, subcontractors, and/or assignees who need access to provide the contracted services. Contractor further agrees that any of its officers or employees, and any officers or employees of any assignee or subcontractor of Contractor, who have access to PII will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to that data.
8. Upon the expiration of the contract or written agreement between the District and the Contractor, without a successor agreement in place, Contractor shall assist the District in exporting any and all student data and/or teacher or principal data previously received by Contractor back to the District. Contractor shall thereafter securely delete or otherwise destroy any and all student data and/or teacher or principal data remaining in the possession of Contractor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data) as well as any and all student data and/or teacher or principal data maintained on behalf of Contractor in secure data center facilities. Contractor shall ensure that no copy, summary, or extract of the student data and/or teacher or principal data or any related work papers are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion or destruction of student data and/or teacher or principal data will be completed within 30 days of the expiration of the agreement between the District and Contractor, and will be accomplished using an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. To the extent that Contractor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Contractor and/or its subcontractors or assignees will provide a certification to the District from an appropriate officer that the requirements of this paragraph have been satisfied.
9. Student data and/or teacher or principal data transferred to Contractor will be stored in electronic format on systems maintained by the Contractor in a secure data center facility located in the United States, or a data facility maintained by a Board of Cooperative Educational Services. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Contractor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures shall include, but are not necessarily limited to, disk encryption, file encryption, firewalls and password protection.
10. Contractor acknowledges that it has the following obligations with respect to any student data and/or teacher or principal data provided by the District, and any failure to fulfill one of these obligations set forth in New York State Education Law § 2-d and/or 8 NYCRR Part 121 shall also constitute a breach of its agreement with the District:
 - a. Adopt technologies, safeguards and practices that align with NIST Cybersecurity Framework;

- b. Comply with the data security and privacy policy of the District, Education Law § 2-d, and 8 NYCRR Part 121.
- c. Limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of § 2-d and the FERPA.
- d. Not use education records and/or student data for any purpose other than those explicitly authorized in the contract or written agreement;
- e. Not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under this Agreement, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- f. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- g. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- h. Notify the District of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but not more than seven (7) calendar days after discovery of the breach. Upon such a complaint or allegations, Contractor shall cooperate with the District and any law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII;
- i. Where a breach or unauthorized release of personally identifiable information is attributable to Contractor, Contractor will pay or reimburse the District for the cost of any notifications the District is required to make by applicable law, rule, or regulation; and
- j. Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of student and/or teacher/principal data by Contractor or its assignees in violation of applicable state or federal law, the parents bill of rights for student data privacy and security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. Contractor shall be subject to the penalties set forth in 8 NYCRR § 121.11 for any violations as outlined in same.


 William T. Crankshaw, Ed.D., Superintendent of Schools

 Signature of Contractor Representative

 Name of Contractor Representative

9.23.22
 Date

 Date

Greater Johnstown School District

Parents' Bill of Rights for Data Privacy and Security

The Greater Johnstown School District ("District") is committed to ensuring student privacy as well as teacher/principal privacy in accordance with local, state and federal regulations and policies. To this end and pursuant to the New York Education Law § 2-d, and its implementing regulations (Commissioner's regulations Part 121), the District is providing the following Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information shall not be sold or released for any commercial purposes, including by any third-party contractor, or its employees, agents or subcontractors, that receive such information from the District pursuant to an agreement for services or products.
2. Parents have the right to inspect and review the complete contents of their child's educational record and may do so by contacting the records management officer, Larraina Carpenter, at 518-762-4611.
3. State and federal laws, such as NYS Education Law Section 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by New York State is available for public review at <http://www.nysed.gov/student-data-privacy-security>, and by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to NYSED online at www.nysed.gov/data-privacy-security; by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234; by email to privacy@nysed.gov, or by telephone at 518-474-0937.
6. Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's personally identifiable information occurs.
7. Educational agency workers that handle personally identifiable information will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect personally identifiable information.
8. Education agency contracts with vendors that receive personally identifiable information will address statutory and regulatory data privacy and security requirements.

Supplemental Information to the

Parents' Bill of Rights for Data Privacy and Security

9. The District has entered into an agreement with Greater Johnstown School District] (hereinafter "Contractor"), for which student data and/or teacher or principal data will be used or accessible by Contractor. Such use shall be for the exclusive purpose(s) of: Providing special education programming and services.
10. The duration of the contract or written agreement, shall commence on [September 14, 2022] and expire on [June 30, 2023]. At the expiration of this contract, unless otherwise renewed or extended, Contractor shall return all student and/or teacher/principal data it possesses to District, and shall destroy any remaining student and/or teacher/principal data in Contractor's possession (including employees, subcontractors, assignees, agents). Upon returning or destroying the student and/or teacher/principal data, the Contractor shall provide written notice of same to the District.

11. The Contractor shall ensure that any subcontractors or authorized persons or entities to whom the Contractor will disclose any student data or teacher/principal data, if any, shall abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and their implementing regulations (e.g., FERPA, Education Law § 2-d). The Contractor shall do so by informing its officers, employees, assignees and subcontractors of and training them on all applicable federal and New York State laws and regulations that shall be followed and adhered to at all times. The Contractor shall astutely monitor its officers, employees, assignees and subcontractors to ensure compliance.
12. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student or teacher or principal data that is collected by the Contractor by contacting the Superintendent of Schools, and for student data by following the procedures under FERPA for a student record amendment, or for teacher/principal data by following applicable provisions of 8 NYCRR Part 30 and District's Annual Professional Performance Review Plan. Contractor shall work with the District to correct and amend any such challenges/requests.
13. The Contractor shall protect all student data or teacher/principal data through security protections consistent with industry standards. The Contractor shall store any student data or teacher/principal data in a secure location and shall ensure such data will be protected and data security and privacy risks are mitigated, and shall use encryption protections on such data while in motion and at rest.
14. Contractor shall provide a data security and privacy plan to the Greater Johnstown School District. Such data security and privacy plan shall be approved by the Greater Johnstown School District and attached to the contract or written agreement before such contract or written agreement may commence. Contractor's data security and privacy plan shall:
 - a. Memorialize where the student data or teacher or principal data will be stored, and shall describe it in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and security and privacy risks mitigated.
 - b. Describe the contractor's plan to protect all student and teacher/principal data using encryption while in motion and at rest, and shall identify the encryption protection system/procedure.
 - c. Outline how the Contractor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, in concert with the District's data security and privacy policy;
 - d. Specify the administrative, operational and technical safeguards and practices it has in place to protect PII that it will receive under the contract;
 - e. Demonstrate that it complies with the requirements of 8 NYCRR § 121.3(c);
 - f. Specify how officers or employees of Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal state laws governing confidentiality of such data prior to receiving access;
 - g. Specify how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency; and
 - h. Describe whether, how and when data will be returned to the District or destroyed by Contractor at the expiration of the contract or written agreement.


William T. Crankshaw, Ed.D., Superintendent of Schools

Signature of Contractor Representative

Date 9.23.22

Date _____

Student CMA Gen Ed	CR Committee Disability ID#	Program Related Service	PM Need for Modifications	RS Are Related Services Needed (>2010- 2011 SY)	RS Service Delivery Recommendations	Program Location SED	Program Are Programs Code (>2010- 2011 SY)	Program Are Programs Code (>2010- 2011 SY)	ST Special Transportation Decision/Status (<2011-12 SY)	CR Committee Responsible School	CR Doc	CR Recommended Ratio	Program Frequency
3633	Committee on Special Education	Learning Disability Class	Counseling Yes	Yes		Special Class	SC	Yes	Classified	CSE	Johnstown High School	12:1+1	5

Total Records: 1

Total Students: 1

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-7

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby accepts the snow plow bid from _____ for the 2022-2023 school year.

Cost Analysis:

Notes:

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-8

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the Audit Management Letter and the Corrective Action Plan, for the 2021-2022 school year, to be submitted to NYSED.

Cost Analysis:

Notes:

EDINBURG COMMON SCHOOL

"A Great Place to Grow and Learn"

4 Johnson Road
Edinburg, N.Y. 12134
(518) 863-8412
ecs1@edinburgcs.org

Administrative Office:

Superintendent, Michelle Ellis
Business Manager, Sandy Moore
Data Coordinator, Meaghan Cherry
Covid-19 Coordinator, Michelle Ellis

Board of Trustees:

President, Angela Ludwig
Vice President, Dr. Mary Ann Borden
Board Member, Robert McCloskey

October 11, 2022

New York State Education Department
Office of Audit Services
Room 524 EB
89 Washington St.
Albany, New York 12234

Attn: Management Decision

Dear Sir or Madame:

This letter is in response to issues identified in the management letter of June 30, 2022, provided by our independent auditor, West and Company, CPA, PC. The District has developed a corrective action plan; the issues have been corrected, or are in the process of correcting the following recommendations:

Corrective Action Plan for Management Letter:

1. Employee Benefit Liability Reserve

The Reserve for Employee Benefit Liability is greater than the District's liability for compensated absences.

- The District will utilize the reserve to pay out any compensated absences until it is no longer needed and the district will no longer add to this reserve.

Please let me know if you need any additional information on our corrective action plan.

Sincerely,

Michelle Ellis
Superintendent of Schools

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II B-1

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the Treasurer's report consisting of Budget and revenue status reports as well as bank reconciliations for General, Cafeteria, Federal, Payroll and Capital Funds.

Cost Analysis:

Notes: The Board will review the Treasurer's report prior to the Meeting.

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II B-2

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the Payment of Claims as listed on Warrant #4.

Cost Analysis:

Notes: The Board will review the Warrant prior to the Meeting. The complete receiving packet, inclusive of purchase orders, packing slips, and invoices will be available to be reviewed by the board.

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II B-3

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves transfer from the Employee Benefit Liability Reserve to the General Fund in the amount of \$8500.00 to cover the value of unused sick leave at the time of Peggy Trzaskos retirement.

Cost Analysis:

Notes:

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II C-1

Action Date: October 11, 2022

Effective Date: October 11, 2022

Action: Amend resolution #0055-23:

First 20 Consecutive Work Days – Daily Rate of \$115.00 per day.

Cost Analysis:

Notes: